

Mayor and Councillors
COUNCIL

7 MARCH 2013

Meeting Status: **Public**

Purpose of Report: For Decision

LEASE CONCESSION TO OCCUPY LAND AT TE ATIWA PARK, GIRL GUIDE ASSOCIATION OF NEW ZEALAND

PURPOSE OF REPORT

- 1 This report seeks approval to renew the lease concession with the Girl Guide Association of New Zealand (Paraparaumu Girl Guides) on Reserve land at Te Atiawa Park.

SIGNIFICANCE OF DECISION

- 2 The Council's Significance Policy is not triggered by this report.

BACKGROUND

- 3 The agreement is for the land area known as June Oakley Girl Guide Centre and more particularly shown as the hatched area in Appendix 2; being part of the land comprised and described in LOT 42 on DP 14333 known as Te Atiawa Park at Te Kupe Road in Paraparaumu.
- 4 The land is owned and managed by Kāpiti Coast District Council under Section 28 of the Reserves Act (1977). The Council's role under this section is to provide areas for recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment. Under the Act the land described is classified Local Purpose Reserve.
- 5 The Girl Guide Association of New Zealand concession to occupy expired on 31 August 2008 after an 11 year term commencing 1 April 1997 with no further right of renewal. The Girl Guide Association has continued to pay the annual rental since the concession expired.
- 6 The Girl Guide Association of New Zealand (Paraparaumu Girl Guide Group) has advised Council they would like to renew the expired concession for land use at Te Atiawa Park for a further 10 year term commencing 01 September 2008, with two 10 year rights of renewal. Rental cost is \$185 per annum with an annual review. This aligns with charges set out in the Long Term Plan and the current policy on Reserve Land Rentals shown in Appendix 1.
- 7 The lease term is different to the term in the previous lease agreement in order to try and standardise conditions across all new leases. Commonality across leases enables greater efficiency, understanding and workflow when dealing with related tasks; as well as enabling Council officers to work more easily with problems which cross multiple teams.

- 8 The Council may terminate the lease under Clause 14 of the standard lease if applied (Appendix 3), mainly:
- If the rent is in arrears for one (1) month
 - If the Lessee is in default of its obligations under the lease
 - If the Lessor is of the opinion that the Land and/or Building is not being sufficiently used for the purposes specified in the Lease
 - If the Lessee no longer operates in the structure it originally entered into the Lease agreement; being wound up, dissolved, liquidated, ceases to function or has a receiver appointed.

CONSIDERATIONS

Issues

- 9 A “concession” by definition is a permit, lease or licence which allows any activity authorised by the concession document under the provisions of Section 59A of the Reserves Act 1977.
- 10 There are limitations on activities that are permitted on this site subject to the Reserves Act (1977). The activities proposed are consistent with the Act’s land classification which is designated recreation reserve.
- 11 The Girl Guide Association of New Zealand (Paraparaumu Girl Guide Group) has had concessions to occupy land at Te Atiawa Park since September 1975. The area to be occupied is shown in Appendix 2.
- 12 It is proposed the concession activity will continue to provide a space solely for the purposes associated with the objectives of The Girl Guides Association of New Zealand. The goals of Guiding are about preparing girls to make the most of life ahead by helping girls develop skills, knowledge, values and a sense of adventure through an experiential learning programme designed to be relevant to the interests of today’s girls.

Financial Considerations

- 13 The lease will include annual rental to be paid at the appropriate rate set annually by the Council in either the Long Term Plan or Annual Plan. Costs associated with preparing a new lease are required to be covered by the Lessee.

Legal Considerations

- 14 New lease documentation will be drafted and will be reviewed by the Council’s legal advisor before being presented to the Girl Guide Association for signature.

Delegation

- 15 The Council has authority to make this decision.

Consultation

- 16 As this is a renewal of an existing occupation of 33 years neither Community Boards, community or others have been consulted in this matter.

Policy Implications

17 There are no policy issues arising from this decision.

Tāngata Whenua Considerations

18 There are no known issues for consideration relating to iwi or the Treaty of Waitangi.

Publicity Considerations

19 No public notification is required as this concession is being treated as a reissue of permit under the Reserves Act 1977.

RECOMMENDATIONS

20 That Council enters into a concession for 10 years with two further 10 year rights of renewal, commencing 01 September 2008 with the Girl Guide Association of New Zealand (Paraparaumu Girl Guide Group), for the land at Te Atiawa Park shown in Appendix 2 to report CS-12-770 at an annual rental set by the Council in the Long Term Plan or Annual Plan.

21 That Council authorises the Chief Executive to sign a new Lease agreement.

Report prepared by:

Approved for submission by:

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Leisure and Open Space Planner

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ATTACHMENTS:

Appendix 1: Reserve Land Rentals

Appendix 2: Plan of land area proposed for concession at Te Atiawa Park.

Appendix 3: Standard Termination Clause

Appendix 1

KĀPITI COAST DISTRICT COUNCIL Reserve Land Rentals	
Reserve Land Type	Charges Effective 1 July 2012 (incl. GST)
Clubs with Liquor Licences	\$758
Clubs without Liquor Licences	\$380
Craft, Hobbies and Other Activities	\$304
Educational (Montessori)	\$304
Educational (Standard)	\$185
Youth and Service	\$185



Appendix 3

14 Termination

- 14.1 The Lessor may terminate this Lease:
- 14.1.1 if the rent is in arrears for one (1) month; or
 - 14.1.2 if the Lessee is in default of its obligations under the Lease and that default is continued for one (1) month after notice in writing stating the nature of the default has been given; or
 - 14.1.3 if at any time the Lessor is of the opinion that the Land and Building is not being sufficiently used for the purposes specified in clause 4.1 and after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the Land and Building the Lessor is satisfied that the Land and Building is not being used sufficiently for the purposes specified in clause 4.1; or
 - 14.1.4 if the Lessor has guaranteed the repayment of any advance made to the Lessee and demand is made of the Lessor under such guarantee; or
 - 14.1.5 upon default by the Lessee as outlined in clause 13; or
 - 14.1.6 if the Lessee (being a company or corporation):
 - a) is wound up or goes into voluntary liquidation (other than for the purpose of reconstruction); or
 - b) enters into any composition with or assignment for the benefit of its creditors; or
 - c) ceases to function; or
 - d) is dissolved by Declaration of the Registrar of Incorporated Societies; or
 - e) is the subject of an order made, or an effective resolution passed, for winding up; or
 - f) has a receiver appointed in respect of the whole or part of the activity or property of the Lessee; or
 - 14.1.7 any assignment of the Lessee's property is made for the benefit of creditors; or
 - 14.1.8 the interest of the Lessee in or under this Lease or in the Building are attached or taken in execution or under any legal process.